in transactions with third persons. *Brown & McCabe* v. *London, etc. Co., supra.* On the other hand, unless it appears that the insurer was actuated by motives other than that of self-protection, no action will lie against it, *cf. Wisconsin Zinc Co.* v. *Fidelity, etc. Co.* (1916) 162 Wisc. 39, 155 N. W. 1081, and it is on this hypothesis that the principal case may be sustained.

INSURANCE—WAR RISK—PERILS OF THE SEA.—A vessel insured against war risks but not against perils of the sea was boarded by an English naval officer and compelled to proceed by a course from which the aids to navigation had been removed for war purposes. The ship was subsequently wrecked. *Held,* that the loss was caused by a war risk. *Muller* v. *Globe & Rutgers Fire Ins. Co.* (2 C. C. A. 1917) 246 Fed. 759.

In determining whether a loss is caused by war risk or peril of the sea, only the proximate and not the remote cause is considered, see *France* v. *North of England, etc. Ass'n.* [1917] 2 K. B. 522, *Ionides* v. *Universal Marine Ins. Co.* (1863) 14 C. B. (N. S.) 259. Proximate cause is in all such cases purely a question of fact. *Donegan* v. *Baltimore, etc. Ry.* (C. C. A. 1908) 165 Fed. 869. Generalizations are therefore difficult to make, and it is only from an examination of the decided cases that it can be discovered what the courts mean by proximate cause. For example, the seizure of a ship in consequence of hostilities is a loss due to war risk regardless of the fact that the ship is subsequently destroyed through perils of the sea, *Andersen* v. *Marten* [1908] A. C. 334, see *Magoun* v. *New England Marine Ins. Co.* (1840) 16 Fed. Cas. No. 8961; a loss by collision due to absence of navigation lights in pursuance of admiralty instructions is due to war risk. *British, etc. Co.* v. *Rex* [1917] 2 K. B. 769. On the other hand it has been held that the mere increase of sea peril by removal for belligerent purposes of aids to navigation affords no basis for recovery as from loss due to war risk, *Ionides* v. *Universal Marine Ins. Co., supra,* probably, as the court in the principal case points out, on the ground that such act merely restores the perils of the sea to their normal; and recovery was denied where it was shown that the aids to navigation would have been of no avail had they been present. *Le Quellec* v. *Thomson* (1916) 115 L. T. R. (N. S.) 224. It has also been held that damage to a vessel caused by its running on the wreck of another vessel torpedoed by an enemy submarine was due to perils of the sea, and not to war risk, the torpedoing being a cause too remote. *France* v. *North of England Ass'n., supra.* It seems that the general rule, so far as there is one, is that "the hostile agency first in operation gives character to the whole connected catastrophe", Richards, Insurance (3rd ed.) § 441; *cf. Insurance Co.* v. *Boon* (1877) 95 U. S. 117, and that the court in principal case properly applied this test.

JUDGMENTS—DISMISSAL BY AGREEMENT—PLEAS IN BAR.—The plaintiff sued the defendant for damages for personal injury. The defendant pleaded in bar a former judgment which dismissed the cause by agreement of the parties, the defendant paying costs. *Held,* the judgment of dismissal operated as a bar to a subsequent action on the same cause. *Doan* v. *Bush* (Ark. 1917) 198 S. W. 261.

As a general rule the mere voluntary dismissal of an action by the plaintiff is not a bar to a subsequent suit brought on the same cause. Freeman, Judgments (3rd ed.) § 261. To make the judgment of dismissal *res judicata* it is necessary that it be entered either on the merits